

This document prepared by:

The Travelers Insurance Company
6750 Poplar Avenue, Suite 109
Memphis, Tennessee 38138
Attention: AgriFinance Department

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

PARTIAL RELEASE OF MORTGAGE AND SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned, **The Travelers Insurance Company** a Connecticut corporation whose address is 6750 Poplar Avenue, Suite 109, Memphis, Tennessee 38138, in its capacity as Collateral Agent for the Senior Note Holders under and as defined in the Note Purchase Agreement dated as of October 19, 2000, as may be amended from time to time between Borrower and the Senior Noteholders named therein ("**Lender**"), is the owner and holder of that certain Mortgage, Security Agreement and Assignment of Rents dated October 19, 2000, executed by **CAHABA FORESTS, LLC**, a Delaware corporation, whose address is 99 High Street, 26th Floor, Boston, Massachusetts 02110-2320, (the "**Borrower**"), recorded in the Office of the Probate, Judge of Shelby County, Alabama as Instrument Number 2000-36787 (the "**Mortgage**").

WHEREAS, for the consideration set forth below, Lender has agreed to release from the lien of the Mortgage, the real estate more fully described as follows in this "**Partial Release**" which serves as collateral under the Mortgage:

See Exhibit "A" attached hereto and made a part hereof.

Being a portion of the premises conveyed to Borrower by deed dated February 10, 2000, recorded in the Probate Office of Shelby County, Alabama as Instrument Number 2000-04451.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, Lender does hereby release from the lien, operation and effect of said Mortgage, the real estate more particularly described hereinabove.

This is a PARTIAL RELEASE only. As to all other real estate described and conveyed in said Mortgage, the lien thereof shall remain in full force and effect unaffected by this Partial Release. Nothing herein shall be deemed a payment of the debt secured by said Mortgage. This Partial Release shall be recorded in the Office of Probate, Shelby County, Alabama.

IN WITNESS WHEREOF, the Lender has caused this Partial Release to be properly executed on this 11th day of May, 2004.

LENDER:

TRAVELERS INSURANCE COMPANY,
a Connecticut corporation

By: S. Peter Headley
S. Peter Headley
First Vice President

STATE OF TENNESSEE)
)
COUNTY OF SHELBY)

I, Paulette Oxner, a Notary Public in and for said County in said State, hereby certify that S. Peter Headley, whose name as First Vice President of **THE TRAVELERS INSURANCE COMPANY**, a Connecticut corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this 11th day of May, 2004.

Paulette Oxner
NOTARY PUBLIC

(SEAL)

My Commission Expires: 8-21-07

EXHIBIT A

Legal Description

Township 20 South, Range 1 West, Shelby County, Alabama

- Section 29:** The East One-half of the Northwest Quarter (E1/2 of NW1/4);
The Southwest Quarter of the Northwest Quarter (SW1/4 of NW1/4);
The North One-half of the Southwest Quarter (N1/2 of SW1/4);
The Southwest Quarter of the Southwest Quarter (SW1/4 of SW1/4).
- Section 30:** The South One-half of the Southwest Quarter (S1/2 of SW1/4);
The East One-half of the Southeast Quarter (E1/2 of SE1/4);
The Southwest Quarter of the Southeast Quarter (SW1/4 of SE1/4).
- Section 31:** The Northwest Quarter of the Northeast Quarter (NW1/4 of NE1/4);
The North One-half of the Northwest Quarter (N1/2 of NW1/4);
The Southwest Quarter of the Northwest Quarter (SW1/4 of NW1/4).

Township 20 South, Range 2 West, Shelby County, Alabama

- Section 23:** The Southeast Quarter of the Northeast Quarter (SE1/4 of NE1/4);
- Section 24:** The Southwest Quarter of the Northeast Quarter (SW1/4 of NE1/4);
The Northeast Quarter of the Southwest Quarter (NE1/4 of SW1/4);
The South One-half of the Southwest Quarter (S1/2 of SW1/4);
The West One-half of the Southeast Quarter (W1/2 of SE1/4).
- Section 25:** The Northwest Quarter of the Northwest Quarter (NW1/4 of NW1/4);
The South One-half of the Northwest Quarter (S1/2 of NW1/4);
The Southwest Quarter (SW1/4);
The West One-half of the Southeast Quarter (W1/2 of SE1/4);
The Southeast Quarter of the Southeast Quarter (SE1/4 of SE1/4);

A part of the Northeast Quarter of the Northwest Quarter (NE1/4 of NW1/4) described as being a six (6) acre block in the Northwest corner of quarter-quarter;

A part of the Southwest Quarter of the Northeast Quarter (SW1/4 of NE1/4) described as follows: Commencing at the Southeast corner of said quarter-quarter and run North for 150 yards (450 feet) to a road; thence run Westerly along the road to C. L. Mooney's land; thence South to the Southwest corner of said quarter-quarter; thence East to the Southeast corner of said quarter-quarter and the point of beginning.
- Section 26:** All that part of the Northeast Quarter (NE1/4) and all that part of the Northwest Quarter of the Southeast Quarter (NW1/4 of SE1/4) which lies South of the following described line to wit: Commencing where the Clear Prong of Yellow Leaf Creek is intersected by the North and South median line of said Section and run in a straight line to the point where said creek is intersected by the East boundary of said Section;

The West One-half, EXCEPT the South One-half of the South One-half of the Southwest Quarter (S1/2 of S1/2 of SW1/4);

The Southwest Quarter of the Southeast Quarter (SW1/4 of SE1/4), EXCEPT, the South One-half of the Southwest Quarter of the Southeast Quarter (S1/2 of SW1/4 of SE1/4) and LESS AND EXCEPT the following described parcel from the Southeast Quarter of the Southwest Quarter (SE1/4 of SW1/4) and the Southwest Quarter of the Southeast Quarter (SW1/4 of SE1/4): Commence at the Southwest corner of said Section 26 and proceed North 02 degrees 32 minutes 48 seconds West along the West boundary line of said Section for a distance of 688.38 feet; thence run North 88 degrees 38 minutes 46 seconds East for a distance of 2,268.45 feet to the point of beginning; thence continue North 88 degrees 38 minutes 46 seconds East for a distance of 940.0 feet; thence run North 55 degrees 15 minutes 57 seconds West for 91.32 feet; thence run North 33 degrees 12 minutes 32 seconds West for a distance of 180.70 feet; thence run South 88 degrees 38 minutes 46 seconds West for a distance of 770.85 feet; thence run South 01 degree 21 minutes 14 seconds East for a distance of 207.30 feet back to the point of beginning;

Ten acres evenly off the West side of the Southeast Quarter of the Southeast Quarter (SE1/4 of SE1/4), LESS AND EXCEPT, the South One-half of the Southeast Quarter of the Southeast Quarter (S1/2 of SE1/4 of SE1/4).